

COUNTY OF SAN LUIS OBISPO AND  
CITY OF MORRO BAY

THIS INTERIM EMERGENCY AGREEMENT FOR SUPPORT SERVICES ("Agreement") is entered into by and between the County of San Luis Obispo, a political subdivision of the State of California (the "County") and the City of Morro Bay, a municipal corporation ("Morro Bay") through its duly authorized officers (collectively, the "Parties"). For the purposes of this Agreement, the term "County" shall include all officers, employees, volunteers and agents of the County.

The purpose of this Agreement is for the San Luis Obispo County Fire Department Emergency Command Center (ECC) to provide all dispatch services to emergency incidents for Morro Bay Fire Department and Morro Bay Harbor Department, under the request of Morro Bay's Fire Chief. This Agreement shall be effective until the Parties execute a successor agreement or this Agreement expires without extension. During the effective period of this Agreement, Morro Bay and the County will evaluate a long-term agreement. Morro Bay and the California Department of Forestry and Fire Protection ("CAL FIRE"), the County's fire protection services provider, may consider the transition of a Morro Bay employee to State service.

**RECITALS**

- A. Pursuant to various provisions of the California Government Code, Morro Bay is responsible for fire protection services within its jurisdictional boundaries. Morro Bay implements that responsibility through its Fire Department, providing day-to-day emergency response, fire prevention, and other services.
- B. Pursuant to a master agreement ("County/CAL FIRE Agreement") between the County and CAL FIRE, the County provides through CAL FIRE emergency response and related services to unincorporated areas of the County not otherwise served with fire protection services.
- C. Both CAL FIRE and the County currently provide emergency response services to Morro Bay under existing mutual aid and automatic aid agreements.
- D. Morro Bay has a need for services listed in Schedule A – Scope of Work and Rates for Services to assist with the day-to-day management and operations of emergency dispatching of the Morro Bay fire and harbor departments.
- E. The County is willing and able to provide Morro Bay with the services set forth in Schedule A – Scope of Work and Rates for Services, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the Parties agree as follows:

**I. SERVICES**

The County shall provide services to Morro Bay, as set forth in Schedule A, Scope of Work and Rates for Services. Services under this Agreement shall be performed by the County through CAL FIRE, its fire protection services provider pursuant to the County/CAL FIRE Agreement. Those services will be provided by CAL FIRE employees, and /or a qualified Morro Bay dispatcher employee temporarily assigned by Morro Bay with the approval of CAL FIRE to the ECC, supervised by CAL FIRE, functioning as the County Fire Department, and subject to all CAL FIRE/County Fire governing statutes, policies and procedures. If a Morro Bay employee is assigned to temporarily work in the ECC, then a scope of work will be developed and agreed upon by Morro Bay's Fire Chief and the County Fire Chief. At no time shall such Morro Bay employee be considered an employee or independent contractor of the County.

This Agreement shall have no impact on current cooperative fire protection, automatic aid, and mutual aid agreements between Morro Bay, the County, and/or CAL FIRE.

**II. AUTHORITY**

This Agreement is entered into pursuant to the authority granted by California Government Code Sections 55603, 55603.5, 55632, 55606, 55642, and 61060.

**III. SCHEDULES**

The County and Morro Bay agree to comply with the terms and conditions of this Agreement, including the Schedules which are attached hereto and are incorporated by this reference and made a part of this Agreement. In the event any of the terms and conditions of the Schedules are inconsistent with the terms of this Agreement, the terms and conditions of the Schedules will prevail.

**A. Schedule A – Scope of Work and Rates for Services**

Defines the services to be provided to Morro Bay by the County and the cost of those services payable by Morro Bay to the County under this Agreement.

**B. Schedule B - Certification of Insurance.**

Schedule B shall be maintained and updated by Morro Bay and provided to the County.

**IV. TERM**

This Agreement shall become effective on October 1, 2014, at 0001 hours and shall remain in force until a permanent agreement is executed, but not longer than 12 months.

**V. TERMINATION**

If Morro Bay fails to remit payments in accordance with the terms of this Agreement for services satisfactorily performed by the County through CAL FIRE, then the County may terminate this Agreement and all related services upon seven days' (7 days') written notice to Morro Bay if payment is not made within that time.

Either party may terminate this Agreement for any reason upon sixty days' (60 days') written notice to the other party. This Agreement may be canceled immediately by written mutual consent.

Upon termination of this Agreement, all amounts owing from Morro Bay to the County for services satisfactorily rendered by the County through Cal FIRE shall be due and payable in accordance with terms of this Agreement. In the event of termination of this Agreement by Morro Bay, such payment shall include the full amount remaining of any hardware and/or software purchased by the County for use by Morro Bay, and which had been amortized over the term of this Agreement.

**VI. MODIFICATION**

This Agreement may be modified or amended by a written document executed by the Parties.

**VII. ADMINISTRATION**

The County Fire Department Chief will act as the contract administrator for the County for matters related to this Agreement, and unless otherwise specified, Morro Bay's Fire Chief or his/her designee will act as the contract administrator for Morro Bay. Those individuals will be available for contract resolution or policy intervention during the term of this Agreement.

**VIII. PAYMENT FOR SERVICES**

Morro Bay shall pay to the County for services satisfactorily rendered by the County through Cal FIRE pursuant to this Agreement the amounts set forth in Schedule A, which is attached hereto and incorporated herein by reference.

For Dispatch Services: a) the County shall invoice Morro Bay quarterly for costs incurred the previous quarter, and b) payments by Morro Bay shall be made to the County within thirty (30) days after receipt of invoice.

Invoices shall include monthly contractual costs as provided in Schedule A for services provided, charges for operating expenses, equipment and administrative services. Any portion of a month will be invoiced at a full month rate. "Contractual rates" means an all-inclusive amount, as set forth in Schedule A. The monthly contractual rate will be reduced by \$8,084 per month for each full month a qualified Morro Bay dispatcher is assigned to work in the ECC.

## **IX. INSURANCE**

Morro Bay shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Morro Bay, its agents, representatives, or employees.

### **A. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**2. Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Morro Bay has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Morro Bay will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Morro Bay operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**4. Professional Liability/Errors and Omissions (Required if Dispatch Services are provided)** Insurance covering Morro Bay's

liability arising from or related to this Agreement, with limits of not less than \$1 Million per claim and \$2 Million aggregate. Further, Morro Bay understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**5. Property Coverage (Required if Mobile Data Computer or Rip and Run Printer Information Technology Services are provided)** Morro Bay will be given exclusive use of the County's owned or leased property and shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Morro Bay's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

If Morro Bay maintains higher limits than the minimums shown above, then the County requires and shall be entitled to coverage for the higher limits maintained by Morro Bay.

## **B. OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### ***Additional Insured Status***

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Morro Bay and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Morro Bay including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Morro Bay's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this Agreement, **Morro Bay's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Morro Bay's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty days' (30 days') prior written notice** (10 days for non-payment) has been given to the County.

***Failure to Maintain Insurance***

Morro Bay's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of this Agreement, upon which the County immediately may withhold payments due to Morro Bay, and/or suspend or terminate this Agreement. The County, at its sole discretion, may obtain damages from Morro Bay resulting from said breach.

***Waiver of Subrogation***

Morro Bay hereby grants to the County a waiver of any right to subrogation which any insurer of Morro Bay may acquire against the County by virtue of the payment of any loss under such insurance. Morro Bay agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require Morro Bay to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis, then:

1. The Retroactive Date must be shown and must be before the effective date of this Agreement.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after termination of this Agreement.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to this Agreement effective date, then Local Agency must purchase "extended reporting" coverage for a minimum of **five (5) years** after termination of this Agreement.

***Separation of Insureds***

**All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.**

**Verification of Coverage**

Morro Bay shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Morro Bay's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County Fire Dept.  
Attn: Fire Chief  
635 N. Santa Rosa  
San Luis Obispo, CA 93405

**Subcontractors**

Morro Bay shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**Special Risks or Circumstances**

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**X. NOTICES**

Notices required or permitted under this Agreement shall be sent through U.S. Postal Service by certified mail. Notice shall be considered given upon deposit. Addresses for any such notices shall be:

For the County:  
Robert Lewin, Fire Chief  
COUNTY FIRE DEPT  
635 N. Santa Rosa  
San Luis Obispo, CA 93405  
-and-  
County of San Luis Obispo  
Administrative Office  
1055 Monterey Street, Room D-430  
San Luis Obispo, CA 93408

For the City of Morro Bay:  
Steve Knuckles, Fire Chief  
CITY OF MORRO BAY  
715 Harbor Street  
Morro Bay, CA 93442  
-and-  
Edward S. Kreins, Interim City Manager  
CITY OF MORRO BAY  
595 Harbor Street  
Morro Bay, CA 93442

Either party may designate a change of address in writing at any time.

**XI. AUDITS**

Since this Agreement is over \$10,000, the parties shall be subject to examination and audit, in accordance with Government Code section 8546.7, for a period of three (3) years after final payment under the agreement. Upon reasonable notice from CAL FIRE/County Fire, Morro Bay shall make its records and books relating to this Agreement available once for management review and fiscal audit by the County at any time up to three years following final payment. Examination and audit shall be confined to those matters connected with performance of this Agreement, including, but not limited to, cost of administering this Agreement.

Upon reasonable notice from Morro Bay, for a period of three (3) years after final payment under this Agreement, the County shall make its records and books relating to this Agreement available for audit by Local Agency at the office of County Fire.

**XII. ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the parties regarding the subject matter hereof. It cancels and supersedes any previous agreement for the same or similar services.

**CITY OF MORRO BAY**

Signature \_\_\_\_\_  
Jamie L. Irons, Mayor

Date \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL EFFECT

BY: \_\_\_\_\_  
Joseph W. Pannone, Interim City Attorney

Date: \_\_\_\_\_



COUNTY OF SAN LUIS OBISPO

Signature \_\_\_\_\_  
Board of Supervisors  
Of the County of San Luis Obispo  
State of California

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Julie Rodewald  
County Clerk and Ex-Officio Clerk of  
the Board of Supervisors, County of  
San Luis Obispo, State of California

Date \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL EFFECT

RITA L. NEAL  
County Counsel

BY:   
Chief Deputy County Counsel

Date: 9/9/14